

ORDER FOR SUPPLIES OR SERVICES										PAGE 1 OF 13			
1. CONTRACT/PURCH. ORDER/ AGREEMENT NO. W911XK-08-D-0001			2. DELIVERY ORDER/ CALL NO. 0002		3. DATE OF ORDER/CALL (YYYYMMDD) 2009 Feb 24		4. REQ./ PURCH. REQUEST NO. W56MES83376057			5. PRIORITY			
6. ISSUED BY CONTRACTING DIVISION DETROIT DISTRICT, USAED 477 MICHIGAN AVE. DETROIT MI 48226				7. ADMINISTERED BY (if other than 6) SEE ITEM 6		8. DELIVERY FOB <input checked="" type="checkbox"/> DESTINATION <input type="checkbox"/> OTHER (See Schedule if other)							
9. CONTRACTOR NAME KING COMPANY THE AND RANDY KING ADDRESS 13520 BARRY STREET HOLLAND MI 49424				10. DELIVER TO FOB POINT BY (Date) (YYYYMMDD) SEE SCHEDULE		11. MARK IF BUSINESS IS <input type="checkbox"/> SMALL <input type="checkbox"/> SMALL DISADVANTAGED <input type="checkbox"/> WOMEN-OWNED			12. DISCOUNT TERMS				
				13. MAIL INVOICES TO THE ADDRESS IN BLOCK See Item 15									
14. SHIP TO LOGISTICS-TRANSPORTATION BR DETROIT DISTRICT, USAED P.O. BOX 1027 DETROIT, MI 48231-1027				15. PAYMENT WILL BE MADE BY USACE FINANCE & ACCOUNTING CENTER 5722 INTEGRITY AVENUE MILLINGTON TN 38054				MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2.					
16. TYPE OF ORDER		DELIVERY/ CALL		<input checked="" type="checkbox"/> X		This delivery order/call is issued on another Government agency or in accordance with and subject to terms and conditions of above numbered contract.							
		PURCHASE				Reference your quote dated Furnish the following on terms specified herein. REF:							
ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.													
NAME OF CONTRACTOR				SIGNATURE				TYPED NAME AND TITLE				DATE SIGNED (YYYYMMDD)	
<input type="checkbox"/> If this box is marked, supplier must sign Acceptance and return the following number of copies:													
17. ACCOUNTING AND APPROPRIATION DATA/ LOCAL USE													
See Schedule													
18. ITEM NO.		19. SCHEDULE OF SUPPLIES/ SERVICES				20. QUANTITY ORDERED/ ACCEPTED*		21. UNIT		22. UNIT PRICE		23. AMOUNT	
		SEE SCHEDULE											
* If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.						24. UNITED STATES OF AMERICA TEL: (313) 226-5148 EMAIL: marilyn.r.hill@lre.usace.army.mil BY: MARILYN R HILL				25. TOTAL \$378,400.00		26. DIFFERENCES	
27a. QUANTITY IN COLUMN 20 HAS BEEN <input type="checkbox"/> INSPECTED <input type="checkbox"/> RECEIVED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED													
b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE						c. DATE (YYYYMMDD)		d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE					
e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE						28. SHIP NO.		29. DO VOUCHER NO.		30. INITIALS			
f. TELEPHONE NUMBER			g. E-MAIL ADDRESS			<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		32. PAID BY		33. AMOUNT VERIFIED CORRECT FOR			
36. I certify this account is correct and proper for payment.						31. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				34. CHECK NUMBER			
a. DATE (YYYYMMDD)		b. SIGNATURE AND TITLE OF CERTIFYING OFFICER								35. BILL OF LADING NO.			
37. RECEIVED AT		38. RECEIVED BY		39. DATE RECEIVED (YYYYMMDD)		40. TOTAL CONTAINERS		41. S/R ACCOUNT NO.		42. S/R VOUCHER NO.			

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001		1	Lump Sum	\$378,400.00	\$378,400.00
	FY09 M/D ST. JOE HBR. (OUTER) FFP in accordance with the attached Bid Schedule and Scope of Work. FOB: Destination MILSTRIP: W56MES83376057 PURCHASE REQUEST NUMBER: W56MES83376057				
				NET AMT	\$378,400.00
	ACRN AA CIN: W56MES833760570001				\$378,400.00

Section C - Descriptions and Specifications

SCOPE OF WORK

1. Mobilize dredge to St. Joseph Harbor and begin dredging at Sta. 0+00 and proceed lakeward to Sta. 32+00W. Deposit the dredged materials onto the shoreline disposal site as follows: at St. Joseph Harbor beginning at a point 50 ft south of the centerline of Park Street extended, then extending 1300 ft southerly. Placement along the shoreline shall be as shown on the accompanying drawings, as stated in SECTION 35 20 23, Paragraph 3.3.6 Disposal of Excavated Materials of the specifications and as specified herein. For this task order the lakeward and landward limits of placement shall be the most landward 4.0 ft. depth contour and the existing shoreline respectively. The maximum elevation of placed materials shall not exceed +4.0 ft. above L.W.D. Drainage shall be maintained lakeward across the placed materials at all times. The materials shall be placed in such a manner which will not block or interfere with natural or constructed drainage into the lake. During placement the Contractor shall minimize erosion of existing shoreline sediments. If shore ice is present during placement operations, dredged materials shall be placed directly upon the ice within the required limits. Demobilize when dredging work is completed.

2. The work for this Task Order shall conform to the contract specifications, this scope of work and the drawings identified on the following index:

FILE	DRAWING
St. Joseph Harbor, MI FY09 Maintenance Dredging – Outer Portion Dredge Plan, Notes, Legend and Section	1

3. The survey information shown on the drawings is based on a condition survey collected on the dates indicated. Final pay yardage will be determined by prior to dredging and after dredging surveys.

4. Performance Schedule: The Contractor shall be required to (a) commence work under this contract within 5 calendar days after the date the Task Order is issued, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than April 30, 2009. Final cleanup of the premises shall be completed by April 30, 2009.

5. Payment items for the work of this contract on which the contract unit price payments will be made are listed in the BIDDING SCHEDULE and described below. The unit price and payment made for each item listed shall constitute full compensation for furnishing all plant, labor, materials, and equipment, and performing any associated Contractor quality control, environmental protection, meeting safety requirements, tests and reports, and for performing all work required for each of the unit price items. When an option has been exercised for increased depth at a specific area, all overdepth to 1.0 ft. below the required dredging areas and sideslope quantities associated with the Base Bid dredging areas shall be paid for at the applicable unit costs for the Base Bid AA and AB items. All other quantities dredged will be paid for at the unit costs associated with the option dredge areas.

6. The overdepth and side slope quantities for St. Joseph Harbor are as follows:

Base to 23.0 ft.	<u>Overdepth</u>	<u>Sideslope</u>
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6000 cy 500 cy

Base to 21.0 ft. Overdepth Sideslope
6000 cy 500 cy

Option to 24.0 ft. Overdepth Sideslope
12,000 cy 500 cy

7. The character of materials for this dredging work is as described herein. The material within the required dredging prism consists primarily of material that has shoaled since the last time the area was dredged. Shoaled material contains sand with varying amounts of silt and organic content, including zebra mussel shells. Material dredged from the overdepth prism may consist of shoaled and native material. Native material consisting of dense to very dense silty sand with gravel may be encountered. Driftwood, cobbles, and boulders may be encountered near revetments, breakwaters, and pier heads at the harbor.

8. Tolerance Dimensions:

Side Slope Tolerance: For St. Joseph Harbor – 25 feet horizontal

Shoal Tolerance: 0.5 feet vertical.

9. Special Project Procedures:

a. State of Michigan – Allowed and Prohibited Dredging

During the following periods of the year dredging is allowed:

<u>Harbor</u>	<u>Allowed Periods</u>
St. Joseph Harbor (Outer)	15 July through 30 April

b. Work Period Restrictions – No work is allowed at the project site during the following Holiday periods:

6:00 p.m. 21 May 2009 to 6:00 a.m. 26 May 2009

c. At St. Joseph Harbor the Contractor is informed that an existing water treatment plant intake is located approximately 1000 ft. south of the southerly limit of the disposal area. The Contractor shall take all necessary precautions to prevent dredged materials from entering the intake. The Contractor is prohibited from placing physical loads on the intake structure and from restricting its use. The Contractor is prohibited from performing any operation within 200 feet of the intake structure and other water treatment plant structures and facilities.

9. Bench Mark and horizontal control data for work under this Task Order will be provided by the Lake Michigan Area Office, Grand Haven Sub-Office.

Section G - Contract Administration Data

ACCOUNTING AND APPROPRIATION DATA

AA: 96X31230000 082427 323008LC8J017350 NA 96203

AMOUNT: \$378,400.00

CIN W56MES833760570001: \$378,400.00

Section H - Special Contract Requirements

CLAUSES INCORPORATED BY FULL TEXT

52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)

The Contractor shall be required to (a) commence work under this contract within ten (10) calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than thirty (30) calendar days.

(End of clause)

52.217-7 OPTION FOR INCREASED QUANTITY--SEPARATELY PRICED LINE ITEM (MAR 1989)

The Government may require the delivery of the numbered line item, identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written notice to the Contractor by June 1, 2009. Delivery of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.

(End of clause)

52.222-23 NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY FOR CONSTRUCTION (FEB 1999)

(a) The offeror's attention is called to the Equal Opportunity clause and the Affirmative Action Compliance Requirements for Construction clause of this solicitation.

(b) The goals for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Goals for minority participation for each trade	Goals for female participation for each trade
6.9	Van Buren 5.2%
6.9	Berrien 6.2%

These goals are applicable to all the Contractor's construction work performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, the Contractor shall apply the goals established for the geographical area where the work is actually performed. Goals are published periodically in the Federal Register in notice form, and these notices may be obtained from any Office of Federal Contract Compliance Programs office.

(c) The Contractor's compliance with Executive Order 11246, as amended, and the regulations in 41 CFR 60-4 shall be based on (1) its implementation of the Equal Opportunity clause, (2) specific affirmative action obligations required by the clause entitled "Affirmative Action Compliance Requirements for Construction," and (3) its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the

length of the contract, and in each trade. The Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor, or from project to project, for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, Executive Order 11246, as amended, and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.

(d) The Contractor shall provide written notification to the Deputy Assistant Secretary for Federal Contract Compliance, U.S. Department of Labor, within 10 working days following award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the --

- (1) Name, address, and telephone number of the subcontractor;
- (2) Employer's identification number of the subcontractor;
- (3) Estimated dollar amount of the subcontract;
- (4) Estimated starting and completion dates of the subcontract; and
- (5) Geographical area in which the subcontract is to be performed.

(e) As used in this Notice, and in any contract resulting from this solicitation, the "covered area" is **St. Joseph, Michigan**.

(End of provision)

Section J - List of Documents, Exhibits and Other Attachments

WAGE DETERMINATION

General Decision Number: IL080018 03/14/2008 IL18

Superseded General Decision Number: IL20070018

State: Illinois

Construction Types: Heavy (Dredging and Marine)

Counties: Illinois Statewide.

MECHANICAL DREDGING (CLAMSHELL, DRAGLINE, AND BACKHOE) AND
MARINE CONSTRUCTION):

ILLINOIS, INDIANA, MICHIGAN, MINNESOTA, NEW YORK, OHIO,
PENNSYLVANIA AND WISCONSIN DREDGING AND MARINE CONSTRUCTION
Dredging and Marine Construction Projects: floating/land
equipment engaged in clamshell, backhoe and dragline dredging,
marine construction, bridges, salvage operations and cranes,
loaders, dozers, or other equipment used for disposal of dredge
spoils or marine construction materials on land at the slip or
dock, at the project site, where the above material/spoils is
being handled, and all equipment utilized on
breakwall/breakwater structures on the Great Lakes, Islands
therein, their connecting and tributary waters, including the
Illinois Waterway to the Lock at Lockport, Illinois, the New
York State Barge Canal System between Tonawanda, New York and
Waterford, New York and Oswego, New York, the Duluth-Superior
area to the Fond du Lac Bridge Crossing (Minnesota State
Highway 23) on the St. Louis River and on the St. Lawrence
River eastward to the International Boundary near St. Regis,
New York.

Modification Number Publication Date

0	02/08/2008
1	02/22/2008
2	03/07/2008
3	03/14/2008

* SUIL2003-001 01/01/2005

MECHANICAL DREDGING (CLAMSHELL, DRAGLINE, AND BACKHOE) AND
MARINE CONSTRUCTION):

Rates Fringes

Dredging:

Fireman, Oiler, Deckhand,
& Scowman (with dipper,

hydraulic or other
floating equipment engaged
in hydraulic and dipper
dredging operations)
Pipeline men (both afloat
& ashore including
loading, unloading,
maintaining, and handling
pipelines for hydraulic
dredges and sandboats
Rangeman, Tankerman,
Sweepman and service Truck
Driver.....\$ 22.51 7.61+a+b
Lead Deckhand.....\$ 29.68 7.61+a+b

Hydraulic Dredging

LAUNCH OPERATOR - Vessel
800 Horse- Power Or Less....\$ 25.15 7.61+a+b
TUG ENGINEER.....\$ 26.49 7.61+a+b
TUG OPERATOR - Vessel Over
800 Horse-Power.....\$ 26.49 7.61+a+b
TUG WORKERS: Fireman,
Lineman, Oiler, Deckhand,
Tankerman. Scowman, (on/or
with tugboats, launches,
or other self-propelled
boats).....\$ 22.51 7.61+a+b

MECHANIC

FLOATING EQUIPMENT:

Illinois

Class I.....\$ 48.40 17.05+b&c
Class II.....\$ 46.90 17.05+b&c
Class III.....\$ 41.70 17.05+b&c
Class IV.....\$ 34.70 17.05+b&c

FLOATING EQUIPMENT: Indiana

Class I.....\$ 42.45 15.55+b&c
Class II.....\$ 40.95 15.55+b&c
Class III.....\$ 36.45 15.55+b&c
Class IV.....\$ 30.30 15.55+b&c

FLOATING EQUIPMENT:

Michigan

Class I.....\$ 32.30 19.37+b&c
Class II.....\$ 30.80 19.37+b&c
Class III.....\$ 27.45 19.37+b&c
Class IV.....\$ 22.80 19.37+b&c

FLOATING EQUIPMENT:

Minnesota

Class I.....\$ 36.20 12.95+b&c
Class II.....\$ 34.70 12.95+b&c
Class III.....\$ 30.90 12.95+b&c
Class IV.....\$ 25.70 12.95+b&c

FLOATING EQUIPMENT:

New York:(Cattaraugus,
Chautauga, Erie and
Orleans Counties)

Class I.....	\$ 37.15	18.56+b&c
Class II.....	\$ 35.65	18.56+b&c
Class III.....	\$ 31.75	18.56+b&c
Class IV.....	\$ 26.40	18.56+b&c

FLOATING EQUIPMENT:

New York:(Cayuga,
Jefferson, Oswego, and St.
Lawrence Counties)

Class I.....	\$ 34.45	18.65+b&c
Class II.....	\$ 32.95	18.65+b&c
Class III.....	\$ 29.30	18.65+b+c
Class IV.....	\$ 24.40	18.65+b&c

FLOATING EQUIPMENT:

New York:(Monroe and Wayne
Counties and the City of
Rochester)

Class I.....	\$ 35.90	17.38+b&c
Class II.....	\$ 34.45	17.38+b&c
Class III.....	\$ 33.65	17.38+b&c
Class IV.....	\$ 30.35	17.38+b&c

FLOATING EQUIPMENT:

New York:(Niagara)

Class I.....	\$ 34.60	18.15+b&c
Class II.....	\$ 33.10	18.15+b&c
Class III.....	\$ 29.45	18.15+b&c
Class IV.....	\$ 24.50	18.15+b&c

FLOATING EQUIPMENT:

Ohio:(Ashtabula, Cuyahoga,
Erie,Lake, and Lorain
Counties)

Class I.....	\$ 35.34	10.10+b&c
Class II.....	\$ 33.84	10.10+b&c
Class III.....	\$ 30.12	10.10+b&c
Class IV.....	\$ 25.04	10.10+b&c

FLOATING EQUIPMENT:

Ohio:(Lucas, Henry,
Ottawa, Wood and Sandusky
Counties)

Class I.....	\$ 33.63	10.10+b&c
Class II.....	\$ 32.13	10.10+b&c
Class III.....	\$ 28.60	10.10+b+c
Class IV.....	\$ 23.78	10.10+b&c

FLOATING EQUIPMENT:

Pennsylvania:(Erie County):

Class I.....	\$ 30.90	12.69+b&c
Class II.....	\$ 29.40	12.69+b&c
Class III.....	\$ 26.20	12.69+b&c
Class IV.....	\$ 21.80	12.69+b&c

FLOATING EQUIPMENT:

Wisconsin:Includes all
marine/floating type work
on projects in the
Superior/Duluth Harbor,
Lake Superior.

Class I.....	\$ 35.40	15.75+b&c
Class II.....	\$ 33.90	15.75+b&c
Class III.....	\$ 30.20	15.75+b&c
Class IV.....	\$ 25.10	15.75+b&c

PAID HOLIDAYS (WHERE APPLICABLE):

A- NEW YEAR'S DAY

B- MEMORIAL DAY

C- INDEPENDENCE DAY

D- LABOR DAY

E- THANKSGIVING DAY

F- CHRISTMAS DAY

G- PRESIDENT'S DAY

H- VETERAN'S DAY.

FOOTNOTES:

a. \$30.10 per day per employee for medical

b. Eight paid holidays: A thru H

c. Hazardous/Toxic Waste Material:

*Level A \$2.50 per hour

*Level B 2.00 per hour

*Level C 1.00 per hour

*Level D 0.50 per hour

Such wages shall be above the classifications of work listed
under mechanical dredging and Marine construction of this
general wage decision. *Working with Hazardous Waste at
this level as defined by the U. S. Environmental Protection
Agency.

CLASSIFICATION DESCRIPTIONS

Class I - Master Mechanic - assist and direct

Class II, Class III, and Class IV, diver/wet tender, engineer
(hydraulic dredge)

Class II - Crane/Backhoe Operator and Mechanic/Welder,
assistant engineer(hydraulic dredge), leverman (hydraulic
dredge), diver tender

Class III - Deck Equipment Operator (Machineryman)
Maintenance of Crane (over 50 ton capacity) or Backhoe
(115,000 pounds or more), Tug/launch operator, Loader/dozer
and like equipment on Barge, breakwater wall, slip/dock,

Scow, Deck Machinery, etc.
Class IV - Deck Equipment Operator(Machineryman/Fireman)
(Four equipment units or more) Deck Hand, Deck Engineer and
Crane Maintenance 50 ton capacity and under or Backhoe
weighing 115,000 pounds or less, assistant tug operator.

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.

Unlisted classifications needed for work not included within
the scope of the classifications listed may be added after
award only as provided in the labor standards contract clauses
(29CFR 5.5 (a) (1) (ii)).

In the listing above, the "SU" designation means that rates
listed under the identifier do not reflect collectively
bargained wage and fringe benefit rates. Other designations
indicate unions whose rates have been determined to be
prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can
be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on
a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests
for summaries of surveys, should be with the Wage and Hour
Regional Office for the area in which the survey was conducted
because those Regional Offices have responsibility for the
Davis-Bacon survey program. If the response from this initial
contact is not satisfactory, then the process described in 2.)
and 3.) should be followed.

With regard to any other matter not yet ripe for the formal
process described here, initial contact should be with the
Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.

Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION